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To:	Examiner Khanh Le	**From:**	Dean Alderucci
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Re:	09/282,747	**Date:**	7/16/2002

I enclose the following outline for our interview in your office tomorrow at 1:00 PM.

Re: 09/282,747, filed March 31, 1999

A. Claim Amendments

Claim 23 erroneously depends from claim 21. Claim 23 should instead depend from claim 22 since both these claims recite "receiving an indication that the customer has switched service providers". Claim 21 does not recite such a limitation.

Applicants will amend claim 23 to correct the error.

B. The Logan system cannot determine whether a user has watched an advertisement

Claims 21 – 23 include the following limitation:

receiving an indication that the customer has fulfilled the obligation

Applicants agree that, in Logan, credit is given for ads presented to users. However, even assuming that in Logan "there is [an] obligation to experience ads" (Office Action page 4), there is no disclosure in Logan of how to assure that users are watching the ads, or are even present when ads are shown.

However, the Examiner contends that "[Logan's] system can monitor whether [the] customer has fulfilled [his or her] obligation". However, there is no indication in Logan (or anywhere else) of how one would monitor whether someone watched an advertisement.

Accordingly, Logan does not anticipate or render obvious claims 21 – 23.

Claims 30 – 31 include the following limitation:

determining whether the customer participated in a transaction with the second vendor

In the paragraph dealing with claims 28 and 29, the Examiner interprets the above limitation as the customer "experiencing the ads" (Office Action page 4). However, as discussed above, the Logan system cannot determine whether ads were actually viewed. Thus, Logan does not teach or suggest even this interpretation of claims 30 and 31.

Accordingly, Logan does not anticipate or render obvious claims 30 – 31.

C. There is no motivation to combine the Ellis article with Logan

Claims 24 – 27
Claims 24– 25 include the following limitation:
switching providers of a service that is provided to the customer

Claims 26– 27 include the following limitation:
initiating a new service agreement so that a particular service is provided to the customer by the second vendor

The Ellis article essentially describes that some credit card firms provide benefits to entice customers to "switch allegiance" from their current credit card firm.

The Ellis article is non analogous art, and there is no motivation to combine it with Logan in the manner proposed by the Examiner.

Logan deals with showing advertising, while Ellis deals with switching credit card firms. The stated motivation to combine Logan with Ellis is "to extend the advantage of cross-selling to service providers and to acquire customers from a ready pool of most likely candidates, competitor's current customers." Nothing in the record suggests that Ellis' system, nor Logan's, deals at all with cross selling. Only Applicants disclosure does.